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State of Wisconsin Department of Corrections

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August 28, 1996

To: The Honorable Brian Burke, Co-Chair
Joint Committee on Finance

The Honorable Ben Brancel Co-Chair
Joint Committee on Finance

From: Michael J. Sullivan
Department of Corrections

Subject: S. 13.10 Request

The Department of Corrections requests that \$ 2,073,800 appropriated in 1995 Wisconsin Act 416 be transferred from s. 20.865 (4)(a) to s. 20.410 (1)(ab) to contract for beds for prisoners outside of the State of Wisconsin. The Department also requests approval to use up to \$1 million currently budgeted in s. 20.410(1)(ab) to contract for beds outside of Wisconsin and requests an additional \$2,637,400 from s. 20.865(4) to increase the number of beds out of state.

In addition, the Department requests the transfer of \$937,900, authorized in 1995 Wisconsin Act 416 for intensive sanctions populations, from the Joint Committee of Finance appropriation s. 20.865 (4)(a) to s. 20.410 (1)(a), an additional \$ 2,111,100 from s. 20.865(4)(a) and authorization for 102.5 FTE. These actions will support the additional costs associated with inmates housed out-of-state, provide operating funds and staff for a new dormitory, provide staff and resources to increase the institution populations to 13,050, and provide sufficient funds for food, variable non-food and health care for the additional prison population.

Background

In January, 1996, the Department of Administration notified the Joint Committee on Finance that DOA would be forwarding a Department of Corrections appropriation bill to accommodate populations that were projected to be an average of 415 inmates higher in FY 96 and 616 inmates higher in FY 97 than projections used in 1995 Wisconsin Act 27. These projections were based on data and experience through September, 1995 which predicted an average daily population in FY 97 in the adult institutions of 12,622, with an endpoint population of 13,090 on June 30, 1997. These projections were modified by the Legislature to an average daily population of 12,728 in FY 97. Act 416 authorized \$2,397,200 in FY 97 for food, variable non-food, inmate supplies and services, health care and purchase of services for this increased population. It also appropriated \$752,900 to increase jail bed contracts in Wisconsin.

1995 Wisconsin Act 27 assumed a community population in the intensive sanctions program of 2,370 in June 1997. Based on population trends since January, 1994, intensive sanctions was projected to have a community population of 2,150 on June, 30, 1997. Consequently, Act 416 deleted \$913,900 from s. 410 (1)(ai) related to intensive sanctions and placed \$937,900 in s. 20.865 (4)(a) in the event the populations would increase beyond 2,220, the budgeted level for FY 97.

In addition, \$2,073,800 was placed in s. 20.865 (4)(a) to fund new contracts for prison beds either in-state or with other states. Act 416 specifies that no finding of emergency is required. Approval for prison beds by the Joint Committee on Finance, under s. 302.21, is required for all contracts for 10 or more inmates to be housed out of state.

Current Population Projections

Based on data through June 1996, the average daily population in adult institutions is projected to be 13,242 in FY 97, 514 more than projected in Act 416. These projections indicate a population of 13,948 by June 30, 1997. This growth trend is consistent with the fact that DOC has experienced a substantial increase in the number of admissions for the last four years and a record number of admissions in FY 96. Since January, 1996, there have been 3,967 admissions to the correctional institution reception centers.

Department of Corrections Plan

The Department has developed a plan for accommodating these increased populations. The plan includes increasing the number of individuals released and diverted to the intensive sanctions program, contracting for up to 700 additional beds out of state, and construction of a dormitory to house up to 150 females, thereby increasing populations in adult institutions to 13,050.

Increased Intensive Sanctions Populations

Act 416 provides funds for a community population of 2,220 inmates. As of August 9, 1996, there were 1,558 intensive sanctions inmates in the community. The DOC believes that with appropriate screening, up to 600 additional offenders can either be safely released to the community or diverted from incarceration with the increased use of intensive supervision and community resources. The Department proposes to do this within existing resources in appropriation s.20.410 (1) (ai). This appropriation has a budgeted level of \$16,961,900 in FY 97.

Jail Bed and Out-of-State Contracts

Appropriation s. 20.410(1)(ab) has a budgeted level of \$9,718,900 in FY 97. In FY 96, the DOC contracted for an average of 407 jail beds per day. An additional \$350,400 was needed to cover temporary lock-up (TLU) charges for the Wisconsin Correctional Center System (WCCS). An estimated total (all bills have not yet been received) of \$8,931,000 was required in FY 96 to contract for jail beds and pay WCCS TLU costs.

1995 Wisconsin Act 416 appropriated additional funding to allow the Department to contract for a total of 455 beds at an average cost of \$58 per day. Beds at local jails are not available to contract for in a

cost-efficient manner since beds available in remote communities are in such small numbers that inmate transportation and related costs are too costly for the Department to utilize these few beds.

The DOC has been negotiating with Texas and has tentatively reached an agreement for up to 700 beds. The draft contract is attached to this request. The contract covers supervision, programs, on site medical care and other inmate necessities.

If approved, the Department would contract for the transportation of inmates and would transfer 700 inmates between October 15 and February 5, 1997. At a cost of \$40 per day, the cost for the contract beds would be \$5,711,200. An additional \$191,100 would also be needed to cover staff and inmate transportation and administrative costs and \$195,600 for medical services that are not provided on-site. Program review and parole interviews will be conducted by phone and off-site file reviews.

The Department is requesting release of the \$2,073,800 from the Joint Committee on Finance appropriation, s. 20.865(4)(ab), permission to use up to \$1 million currently budgeted for in-state beds for contracts in Texas and an additional \$2,637,400 from s. 20.465(4)(ab) to allow the Department to contract for up to an additional 350, for a total of 700 beds out-of-state. In addition, the Department requests \$386,700 to cover the additional costs associated with housing the inmates in Texas.

Add Inmates to Existing Institutions

On July 19, there were 12,422 inmates in the adult correctional institutions and contract jails. Due to the population projections and the record number of admissions, the Department surveyed the existing institutions to determine how many additional inmates could be safely placed in the institutions if appropriate staff could be authorized. With a population of 12,422, the Department determined that it could add 165 inmates to the Jackson Correctional Institution and an additional 398 male inmates to other existing institutions. Following is a chart of the number of inmates that could be placed in the institutions and the number of FTE required to provide supervision, work programs, education, and health services. They are as follows:

	Inmates	FTE
Columbia Correctional Institution	9	0
Dodge Correctional Institution	45	8.4
Green Bay Correctional Institution	25	7.2
Waupun Correctional Institution	50	15.5
Racine Correctional Institution	25	0
Kettle Moraine Correctional Institution	67	10.0
Jackson Correctional Institution	62	12.0
Oakhill Correctional Institution	16	6.2
St. Croix Correctional Center	30	5.0
John Burke Correctional Center	25	5.5
Black River Correctional Center	16	3.3
Thompson Correctional Center	<u>28</u>	<u>9.2</u>
	398	82.3

In order to accommodate these increases, the Department is requesting \$ 2,468,900 and 82.3 FTE. Of this amount, the DOC is requesting that \$937,900 originally intended for intensive sanctions populations

be transferred from s. 20 865(4)(a) to s. 20.410 (1)(a) and the additional \$1,531,000 be provided by the same Joint Committee on Finance appropriation.

Construction of a Dormitory at Taycheedah Correctional Institution.

The Department has recently applied for a Federal Crime Bill grant for construction dollars. If the Department is awarded a grant, \$900,000 could be used to construct a dormitory at Taycheedah that would house up to 150 inmates.

Since the dormitory would be the same design as the dormitories at Kettle Moraine and Oshkosh, this building could be constructed very quickly. It would require 20.2 FTE and \$193,400 for three months of operation in FY 97. Construction would be contingent on a 10% cash match for the grant. Bonding authority can be used as a match.

Food, Variable Non-Food, Health Services, Inmate Supplies and Services

The June 1996 population projections project an ADP of 514 higher than budgeted in 1995 Wisconsin Act 416. The cost for food, variable non-food, health care, and inmates supplies and services for this increased ADP would be \$1.7 million. Assuming that up to 600 offenders are released or diverted to intensive supervision over a period of the next eight months and up to 700 inmates are transferred to Texas between October and December, the ADP would be reduced and no additional funds would be needed for this purpose. However, any decrease in jail beds or intensive supervision releases would result in increased costs at the rate of \$3,400 per ADP.

Summary

	Funds	FTE
Increased Intensive Supervision populations	\$ 0	
Out of State Contracts	\$ 6,097,900	
Add Inmates to Existing Institutions	\$ 2,468,900	82.3
Operating Costs for 150 bed dormitory	\$ 193,400	20.2
Total Costs and FTE	\$ 8,760,200	102.5
Release from Joint Finance - Jail Beds	\$ 2,073,800	to s. 20.410 (1)(ab)
Release from Joint Finance - Int. Sanctions	\$ 937,900	to s. 20.410 (1)(a)
New funds required from Joint Finance	\$ 4,748,500	to s. 20.410 (1)(a)
Funds authorized for jail beds	\$ 1,000,000	
	\$ 8,760,200	

Effects of not receiving the request

Failure to receive the request would jeopardize the safety of staff, inmates, and visitors.. It would also result in reduction of program, health, and custodial needs and increase inmate idleness to unacceptable levels.. It would also increase the potential for litigation and federal oversight of prison operations.

The Department of Corrections' representatives for this request will be Michael J. Sullivan, Secretary and Kenneth Sondalle, Administrator, Division of Adult Institutions.

August 15, 1996

AGREEMENT BETWEEN HOOD COUNTY, TEXAS
AND WISCONSIN DEPARTMENT OF CORRECTIONS
FOR THE TEMPORARY HOUSING OF INMATES

THIS AGREEMENT, is made and entered into by and between Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche (Counties) and the DEPARTMENT OF CORRECTIONS, STATE OF WISCONSIN (the Department), pursuant to Wisconsin Statutes 302.27 and 302.31.

WITNESSETH:

WHEREAS, the Department seeks temporary housing for inmates in the custody of the Department,

WHEREAS, the Counties have jail beds available for the temporary housing of inmates,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Duration, Termination and Revisions

This agreement shall be in effect from October 15, 1996 through June 30, 1997 and may be terminated upon 30 days written notice to the other party and may be amended or extended for one year increments upon the written agreement of the parties. Extension will be based on availability and appropriation of funds and continued availability of beds.

2. Agreement Administrators

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

HOOD COUNTY, TEXAS

Sheriff Rodney Jeanis
Hood County Sheriff
400 N. Gordon Street
Granbury, TX 76048

DEPARTMENT OF CORRECTIONS

Dick Verhagen
Assistant Administrator
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

Sharon Zunker, Director
Bureau of Health Services
Division of Adult Institutions
149 E. Wilson Street
Madison, WI 53707

3. Right of Inspection

The Department shall have the right to inspect the County Jails at all reasonable times in order to determine that appropriate standards of care and discipline are being met.

4. Vacancies

The Counties hereby agree to make available to the Department up to 700 beds for inmates. Transfer of inmates from the Department to the Counties will be dependent on bed space available at the County Jails.

5. Selection

The Department will provide inmates for placement according to mutually agreed upon criteria as specified in Attachment 1.

The Counties expressly maintain the right to reject any inmate brought to the County Jails by the Department if said inmate exhibits medical or behavior problems of such a nature, as determined by the County Sheriff or his or her duly authorized representative, as to make said inmate unacceptable.

The Department may retake any inmate at any time and replace or not replace such inmate with another.

The Counties will conduct an inventory of each inmate's personal property when the inmate is received. Unauthorized or excess property will be properly stored at the County Jail or disposed of consistent with the jail rules and at the inmate's expense.

6. Responsibility for the Custody of Offenders

It shall be the responsibility of the Counties to confine inmates from the Department in appropriate penal surroundings, consistent with the requirements of federal and applicable state laws, and regulations governing the operations of county jails. But nothing herein contained shall be construed to require the Counties to provide additional treatment, facilities or programs for any inmate confined pursuant to this agreement which it does not provide for similar inmates not confined pursuant to said agreement.

7. Medical Services

- (A) Inmates from the Department shall receive such medical, optometric, psychiatric and dental diagnosis and treatment as may be necessary to safeguard their physical and mental health and comply with the requirements of federal and Wisconsin/Texas state laws. The medical, optometric, psychiatric and dental diagnosis and treatment received by inmates from the Department shall not be less than that which is provided by the Counties to other inmates of the County Jails. Except in the case of an emergency, the Counties shall contact the designated coordinator, identified in Attachment 1, for prior written approval for the medical, psychiatric, or dental expenses for which the Department is responsible under the terms of this contract.

In an emergency, the Counties may proceed with the necessary treatment without prior approval, but in every case the Counties shall notify the designated coordinator as soon as practicable thereafter and furnish full information regarding the nature of the illness or injury, the type of treatment provided or to be provided, and the estimated cost thereof to be borne by the Department. If the emergency requires extended hospitalization and 24 hour security coverage and the inmate's condition prohibits transportation to a Department provider, the costs of the required security coverage will be the responsibility of the Department. The Counties shall secure approval to incur charges and submit bills for such services to the Department in accordance with procedures set forth in Attachment 1.

- (B) The Counties shall make every reasonable effort to utilize only those medical services providers which provide appropriate health care services at a reasonable cost.
- (C) When medical, psychiatric or dental care requires the removal of the inmate from the jail for forty-eight (48) hours or longer, the inmate shall be removed only after notification to the Department. The Counties shall notify the Department in accordance with procedures set forth in Attachment 1. In the event of an emergency which does not permit prior notification, the Counties shall notify the Department as promptly thereafter as practicable.
- (D) All necessary precautions shall be taken to assure the safekeeping of the inmate while absent from the normal place of confinement. Necessary custodial supervision shall be provided by the Counties.
- (E) Any costs of medical, optometric, psychiatric or dental care equipment, medication, supplies, diagnostics, and services shall be considered normal costs incidental to the operation of the County Jails and shall be paid by the Counties, if the service is provided by the jail as part of the health or correctional program thereof and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly provided by the jail. The cost of any special service, medication, equipment or nursing care not commonly provided by the jail and approved by the Department shall be chargeable to the Department. The Counties shall secure approval and submit bills for nursing and other special services to the Department in accordance with procedures contained in Attachment 1.
- (F) If an inmate's behavior indicates a possible need for mental health treatment, the Department shall be notified of the situation. If it is determined that the inmate requires mental health treatment that is not available in the Counties the Department shall transfer the prisoner to one of its own facilities.

In event of a mental health related emergency, the Department shall transfer the inmate as soon as practicable.

- (G) Dental services for which the Department is responsible for payment shall not exceed services necessary for the relief of continuous pain or acute infection.

- (H) Pharmaceuticals not normally provided by the jail shall be provided per Hood County's contract on pharmaceuticals and billed to the Department on a quarterly basis.
- (I) Copies of health care records or health care related records shall be provided to the Department upon request. Summaries of health care or certified copies of Department medical records for each Department inmate in the County jails shall be provided to the Counties health care provider. The summaries or copies of records remain the property of the Department and may not be altered in any way. When an inmate is removed from the jail by the Department, escapes or is discharged or released by the Department, the summary or any record shall be returned to the Department. The Counties shall not make copies of the summary or any record except as needed for the delivery of health care services.

8. Inmate Services

- (A) Participation of the Department's inmates in services available to other jail inmates shall be subject to the regular discipline imposed upon jail inmates participating in the particular service. However, nothing contained herein shall be construed to permit or require any inmate of the Department to participate in any training, industrial or other work programs contrary to the rules of the Department.

9. Discipline

The Counties shall have physical control over and power to exercise disciplinary authority over all inmates from the Department. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of punishment prohibited by the rules of the Department, or by other provisions of law. The Counties shall provide the necessary records, written documentation, and presentation of the facts regarding specific inmate behaviors that are subject to the program review processes of the Department.

10. Laws and Regulations for Inmate Conduct

Inmates, while in the custody of the Counties, shall be subject to all the provisions of law and regulations applicable to persons sentenced for violations of law to the County Jails not inconsistent with the sentence imposed. Inmates, while in the County Jails, are exempt from rules governing inmates at Department institutions. In circumstances where an inmate has engaged in conduct that could result in discipline under the Department's Administrative Code, and the Counties desire removal of the inmate, prior to imposing discipline, the Department may discipline the inmate under its rules.

11. Records and Reports from the County Sheriff

- (A) At such intervals as requested, the Hood County Sheriff shall furnish the Department a report giving a summary of the inmate's adjustment since the last requested report, including a recommendation for retention or return. All such reports shall be forwarded to the Department.

- B) The Counties will notify by telephone the designated contact person identified in Attachment 1 of any incident involving Department inmates relating to an inmate's death, serious illness or injury requiring hospitalization, escape (including attempt), attempted suicide, and assault on staff or other inmate within 24 hours of the occurrence. When the County's investigation/fact finding report is completed, a copy shall be forwarded to the designated contact person identified in Attachment 1.
- (C) The Sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the Contract Administrators. During the inmate's confinement at the County Jails, the Department shall be furnished with copies of any such record or records upon request. Except 7(i), page 3, nothing herein contained shall be construed to prevent the Counties from keeping copies of any such record or records upon and after termination of confinement.

12. Removal from Institution

An inmate from the Department confined in the County Jails shall not be removed or furloughed therefrom by any person without an order from the Department. The Department will reimburse costs incurred by the Counties for transportation and/or security supervision related to approved removal of an inmate if the Department is unable to provide transportation and security supervision. This provision shall not apply to removal of the inmate for medical, dental, psychiatric treatment, discipline, or for a catastrophe or condition presenting imminent danger to the safety of the inmate. In the case of any removal for such causes, the Counties shall inform the Department of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

13. Hearings

The County Jails shall provide adequate facilities for any hearing by authorities of the Department, to which an inmate may be entitled by the rules of the Department.

14. Inter-Institutional Transfer

Notwithstanding any provisions herein to the contrary, the Counties may transfer an inmate between facilities under this contract with written notification to the Department.

Any custody classification which permits movement outside the confines of the jail shall require prior written approval of the Department.

15. Escape

In case any such inmate shall escape from custody of the County Jail, the County Sheriff will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Department. The Counties shall have the primary responsibility for and authority to direct the pursuit and retaking and prosecution of inmates within its own territory. Any costs in connection therewith shall be chargeable to and borne by the Counties.

16. Death of an Inmate

- (A) In the event of the death of an inmate from the Department, the medical examiner, coroner, or other official having the duties of such an office in the Counties shall be notified. The Department shall receive copies of any records made for or in connection with such notification.
- (B) The County Sheriff shall immediately notify the Department of the death of an inmate, furnish information as requested, and follow the instructions of the Department with regard to the disposition of the body. The body shall not be released except on order of the Department.
- (C) In the event of the death of an inmate from the Department, the Sheriff shall order an autopsy to be performed. The Sheriff shall submit costs for an autopsy to the Department for reimbursement.
- (D) The County Sheriff shall send a certified copy of the death certificate for any of the Department's inmates who have died while in the County Jail to the Department. A copy of the autopsy report shall be sent to the Department.

17. Expenses Attendant Upon Release

The provision of transportation and any other supplies upon release of an inmate shall be at the expense of the Department and shall be in accordance with its laws and rules.

18. Retaking of Inmates

The Department will be responsible for arranging for the transportation of Department inmates housed in the County Jails to other Department facilities. The inmate's personal property will be inventoried before transit and Department files associated with the inmate will be delivered to the transportation officer at the time of the transit.

The Department agrees to review any request by the Counties for the retaking of any particular inmate. It is the intent of the parties that such requests be granted under extraordinary and unusual circumstances.

Within thirty (30) days of receipt of notice of termination of this agreement by either party, the Department shall remove its inmates.

Officers of the Department may with proper advance written or oral notification enter the County Jails and there apprehend and retake any inmate. The Department employees will produce positive employee photo identification issued by the Department and written identification of the person to be retaken. The decision of the Department to retake an inmate shall be conclusive upon and not reviewable by the Counties; provided, however, that if at the time when the Department seeks to retake an inmate there should be pending against the inmate within the County Jail any criminal charge, or the inmate

should be suspected of having committed within such status a criminal offense, the inmate shall not be taken without the consent of the County Sheriff until discharged from prosecution or from imprisonment for such offense.

19. Photography and Publicity

Requests for interviews and information regarding Department inmates shall be referred to the Department. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the County Sheriff. The County Sheriff may photograph Department inmates as a means of identification for official use only.

20. Cost and Reimbursement

- (A) In addition to cost and reimbursement required by other provisions of this agreement, the Department shall pay to the Counties \$39.95 per day per inmate for the custody of Department inmates. Payment and services provided in accordance with the terms of this agreement shall not exceed \$_____ for the term of this agreement, October 15, 1996 through June 30, 1997.

The Counties shall submit an invoice to the designated contact person within the Department as identified in Attachment 1, on a monthly basis for the cost of occupied beds. The invoice will identify the inmate's name and DOC identification number, date of arrival, date of departure, total days in custody, and total cost. Payment will be made for the day of the inmate's arrival but not the day of the inmate's departure. Payment under this contract will be made only for those inmates approved for transfer to the County Jails from the Department's Office of Offender Classification.

- (B) The Counties agree in return for this payment to provide lodging facilities and programs for said inmates. The Counties will provide constant monitoring of the premises at all times that inmates are at the facility. The Counties will provide three (3) meals per day at normal meal times. The meals will be nutritious, given in the morning, afternoon and evening. At least two (2) of these meals will be hot meals. The Counties will also provide the basic necessities to the Department's inmates including but not limited to beds, clean bedding, personal hygiene items, toilet facilities, recreation facilities as may be available, canteen facilities, visiting facilities, library/law library and other program services that may be available.

Department inmates shall also have access to all volunteer programs/activities and chaplaincy directed programs, crisis intervention and social services treatment available to other inmates in the County Jail.

- (C) The Counties will provide the necessary program space required to conduct any supplemental treatment programs arranged by the Department.
- (D) The Counties will provide all Department inmates an institution account and institutions needs pay of \$3.20 per week (5 days at \$.64/day) when in general population status.

21. Responsibility for Legal Proceedings

- (A) The Department will undertake to defend any action or proceeding involving the legality of revocations or sentence computations of any of its inmates or the placement or removal of inmates in the County Jails. The Counties shall be reimbursed for any expense it may incur in connection therewith.
- (B) The Counties agree to defend at its expense any action or proceeding arising out of confinement in the County Jails which involves conditions of confinement action of County employees.

22. Non-Discrimination

In connection with the performance of work under this Agreement, The Counties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sex orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Counties further agree to take affirmative action to ensure equal employment opportunities. The Counties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department's contracting officer setting forth the provisions of the non-discrimination clause.

23. Disputes

Any dispute arising out of the provisions of this Agreement which cannot be settled through discussion between the Agreement Administrators, shall be subject to arbitration as provided in Chapter 788, Wis. Stats.

24. Rights or Benefits

Nothing in this agreement shall be construed to provide or create any rights or benefits to any of the Department's inmates.

25. Conditions of the Parties Obligations

- (A) This Agreement is contingent upon complying with Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of purchaser shall serve to revise or terminate this agreement without penalty, except as further agreed to by the parties hereto.
- (B) The Counties and the Department understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- (C) Nothing in this agreement shall be construed to affect the internal relationships of the subdivisions, offices, departments or agencies of the parties.

- (D) It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS THEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Counties and the Department.

Attachment 1

OPERATIONAL AGREEMENT FOR TASKS, WORKLOAD, CONTACTS, AND
RESPONSIBILITIES FOR THE TEMPORARY HOUSING OF DEPARTMENT OF
CORRECTIONS INMATES AT HOOD COUNTY, TEXAS AND ASSOCIATED TEXAS
COUNTIES OF JOHNSON, PALO PINTO AND COMANCHE (COUNTIES)

Tasks, procedure, contacts and workload responsibilities relating to the placement of adult inmates in the Hood County, Texas and associated Texas Counties of Johnson, Palo Pinto and Comanche are identified as follow:

A. Designated Contact Persons:

1. Department of Corrections:

a. County Jail Liaison: Dick Verhagen, Deputy Admin.
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-3837/FAX 608 267-2323

Alternate: Ken Sondalle, Administrator
Division of Adult Institutions
P.O. Box 7925
Madison, WI 53707-7925
608 266-6604/FAX 608 267-2323

c. Bureau of Correctional Health Services: Sharon Zunker, Director
P.O. Box 7925
Madison, WI 53707-7925
608 266-1730/FAX 608 267-1751

Alternate: Kathy Berkley
Dodge Correctional Institution
P.O. Box 661
Waupun, WI 53963-0661
414 324-5577/FAX 414 324-5458

B. County Jail Responsibilities

1. Inventory inmate property and dispose of property per Jail rules in conjunction with inmate's preference.
2. Make cell assignments.
3. Provide necessary clothing, bedding and hygiene items.

4. Ensure that medical, dental, mental health, education, recreation, religious services, visiting, mail, canteen, telephone access, inmate complaint and other general conditions of confinement are made available to or received by inmates from the Department and that these services and programs are not less than that which is provided by the county to other inmates of the County Jails.
5. Special funds established in the daily per diem rate for services and programs arranged for Department inmates must be expended entirely for inmates from the Department.
6. Notify the respective Department representative by telephone within 24 hours of occurrence incidents involving Department inmates relating to an inmate's death, serious illness or injury that require hospitalization and removal of the facility, escape (including attempt), attempted suicide, and assaults on staff or other inmate. The investigative report must be forwarded to the Department contact person within the next business day of its completion.
7. Maintain disciplinary record of the conduct of inmates from the Department.
8. Provide a written report summarizing the conduct and any disciplinary actions taken when requesting the removal of an inmate from the facility.
9. Provide a method of hearing inmate grievances and concerns for conditions of confinement, work and program assignments.
10. Maintain an inmate account system for use of receiving, disbursing and transferring funds of inmates for canteen and other authorized purchases as may be permitted by the County Jails.
11. Provide to the Department contact person information, observations, and progress of each inmate's work and program status and participation.

C. Department Contact Responsibilities

1. Secure files and review records for appropriateness of transfer.
2. Identify program needs of inmate and distribute to appropriate County Jail staff.
3. Ensure medical files are received and retained by medical staff of the County Jails.
4. Provide and assist County Jail administration with training as may be deemed necessary.

5. Assist the County Jail staff in the development and modification of programming for inmates.
6. Monitor length of stays and coordinate the return of inmates to Department facilities via Program Review Committee action.
7. Assist the County Jail staff in resolving inmate problems.
8. Enforce Departmental Administrative Codes, policies and procedures as may be required for:
 - a. Inmate discipline under DOC 303,
 - b. Emergency removals of inmates,
 - c. Receipt and dissemination of reports and records from the counties,
 - d. Parole Commission notices and actions,
 - e. Transfer summaries,
 - f. Work and program assignments of inmates,
 - g. Segregation reviews,
 - h. Inmate compensation,
 - i. Special visits for inmates if required by the Counties,
 - j. Special placement needs, and
 - k. Reports of daily counts.
9. Receive legal files for Department inmates transferred to the Counties.
10. Perform required sentence calculations and adjustments as may be required.
11. Provide notifications necessary for Parole Hearings and reporting.
12. Review medical and dental requirements of inmates as may be recommended by the Counties.
13. Authorize emergency medical and dental care.
14. Provide notification to Department, and Classification for movements to meet medical and dental needs of inmates.
15. Receive and approve billing from the Counties for emergency medical and dental care authorized by the Bureau of Health Services.
16. Forward approved billing to Bureau of Administrative Services for payment.
17. Authorize emergency clinical/psychiatric treatment.
18. Provide notification and arrange placement for clinical treatment.

19. Receive and approve billing from the Counties for emergency treatment.

D. Procedures for Medical, Dental, and Clinical Services Approvals.

1. The Counties should take action necessary to provide for emergency care. The Counties must notify the Health Services contact person to secure approval for care as soon as can be arranged and provide the identification of the inmate, type of service, date of approval and anticipated date of service.
2. The Health Services contact person will confirm the need for the emergency care and provide the necessary verbal approval and follow with written approval.
3. The Health Services contact person may arrange for alternative care including a transfer to a Department facility if deemed appropriate rather than concur with the emergency care. Notify Department and Classification contact persons as appropriate to implement emergency transfer.
4. The Counties will provide the following documentation to the Health Services contact person within thirty days of the service for payment of the emergency care.
 - a. Identification of inmate
 - b. Date(s) of service
 - c. Type of service and itemizing medical, dental, transportation and security supervision charges.
 - d. Attach copy of Health Services contact person's written approval of service.
 - e. Attach copy of bill from the service provider to the Counties that contain itemized listing of services and charges.
5. Upon receipt of the documentation and billing, the Health Services contact person will verify approvals and billing documentation, and approve services for payment. The Health Services contact person will forward billing to the Bureau of Administrative Services for payment.

September 20, 1996

SEP 20 1996

Joint Finance Committee
State of Wisconsin

Dear Legislator,

On September 26, 1996, the Secretary of the Department of Corrections will appear before your committee to request additional funds to deal with the overcrowding crisis which currently exists in the State's Prison System.

As Officers working on the "front lines" of one of the State's most overcrowded correctional institutions, we BEG you to approve all monies requested for additional SECURITY positions.

We work daily with the problems arising from overcrowded facilities. We have seen an alarming increase in violence, drugs and gang related problems. We can definitively state that this is indeed a CRISIS situation.

Our officers work alone in housing units built for 26 juvenile offenders, which now house 60 adult felons, most of whom are too dangerous for medium security, but whom are placed here due to the lack of maximum security bedspace. The lack of emergency response staff is a grave concern which results in costly injuries to staff and inmates.

Time after time we have absorbed increases to the inmate population without commensurate increases in staffing. This has resulted in the public, staff and inmates being in serious danger from the inmate population.

Should our limited resources fall to an inmate disturbance, the cost will be measured in the millions of dollars. And it is not possible to place a price tag on a human life.

Left to it's own devices the Department of Corrections has failed to place the emphasis on security. Indeed the seem determined to be the only state agency with an increase in middle management positions.

We ask again that you approve all security positions requested and direct the Department of Corrections to concentrate it's resources on fulfilling their primary mission..ensuring the safety and security of the public, staff and inmates.

Sincerely,



Patricia A. Longdin, President
AFSCME Local 163
Kettle Moraine Correctional Institution
391 Ellis Street, Fond du Lac WI 54935